



MONMOUTH/OCEAN MULTIPLE LISTING SERVICE
EXCLUSIVE RIGHT TO SELL AGREEMENT OR EXCLUSIVE RIGHT TO RENT/LEASE AGREEMENT

PROPERTY ADDRESS 631 Park Ave, Union Beach, NJ 07735 TWP OR BORO _____
MAILING ADDRESS (IF DIFFERENT) _____ COMPLEX/SUB-DIVISION _____
OWNER(S) David A. Tozzolino, Patricia Tozzolino HOME PHONE (732) _____
OWNER'S ADDRESS 631 Park Ave Union Beach NJ 07735 ALT PHONE _____
LISTING AGENCY Weichert Realtors Rumson LISTING AGENT Mary Gail Gallagher PHONE (732) _____
EMAIL gailsgreathomes@gmail.com

In consideration of the services to be performed by the Listing REALTOR® (the "Listing Realtor®"), the Owners (meaning one or more owners) hereby grant the Listing REALTOR® the sole and exclusive irrevocable right to sell the real estate and/or business located at 631 Park Ave, Union Beach, NJ 07735

at a price of \$ 415,000 or to lease the property at a monthly rental rate of \$ _____

(Property Address)

The Owners agree to assist and fully cooperate in the sale or lease of the property, including granting the Listing REALTOR® the exclusive right to place his or her sign on the property, advertise the property (including, without limitation, placing the property on internet sites [the "Internet"], including proprietary sites owned by third parties). The Owners represent that this property is not listed in any manner with any other broker or subject to any protection period for any listing agreement with another broker that will not terminate upon the signing of this agreement.

1. The right to sell, lease/rent, shall begin on the 8 day of MARCH 2020 (the Commencement Date) and shall expire on the 8 day of SEPT 2020 (the "Expiration Date") but this agreement is binding on the parties and in full force and effect as of the date it is signed by the parties. Listing Realtor® and Owner agree that no marketing or showing of the property may occur until the Commencement Date. The date of signing through the Expiration Date is called the "Term" of this agreement.
2. The Listing REALTOR® agrees to use his/her best efforts to obtain a buyer or lessee for the property and agrees to register the same with all Participants of the Multiple Listing Service ("MLS"), in accordance with its Rules and Regulations.
3. All persons signing this agreement as Owners represent that they are either owners or authorized by the Owner(s) to sign this agreement, have the legal right to sell, lease, or exchange the property and can and will convey good and marketable title to the property. Owners acknowledge receipt of the Summary of the NJ Law Against Discrimination, as well as the Consumer Information Statement on New Jersey Real Estate Relationships.
4. If before the Expiration Date, a contract for the sale or exchange of the property is executed, regardless of who brought about such sale or exchange (including the Owners), the Owners shall pay a commission of _____ of the sale price to the Listing Realtor®. The commission shall be due and payable upon closing of title. In the event of an exchange, the listing price shall be considered the sale price. Owners agree to refer to the Listing REALTOR® every person or entity who contacts Owners about this listing or the sale or leasing/renting of the property and that all negotiations shall be made through the Listing REALTOR®.
5. If, before the Expiration Date, the property is leased, regardless of who brought about such lease (including the Owners), the Owners shall pay a commission of (choose one): _____ % of the total rent payable during the term of the lease; or _____ month(s) rent. The commission shall be payable (check one) ☐ upon execution of the lease; ☐ in equal monthly installments over the term of the lease. If the tenancy continues beyond the initial term, the Owners shall pay a commission on all renewals or extensions, pursuant to the provisions of the preceding sentences. If during the term of the lease or any extension or renewal thereof, the tenant purchases the property, a commission of _____ % of the sale price shall be paid by the Owners to the Listing Realtor® upon closing of title.
6. If a lease or a contract for the sale or exchange of the property or any other agreement for the transfer of the property is executed within a period of _____ days after the Expiration Date or any extension thereof (the "protection period") to a prospective buyer or lessee that was introduced to the property during the Term of this agreement, the Owners shall pay to the Listing Realtor® a commission as above described, irrespective of when the closing date or commencement date of the lease occurs. However, the Owners shall not be obligated to pay such commission if (a) a bona-fide listing agreement is entered into during the protection period with another licensed real estate broker, and a sale, lease or exchange of the property is made during the protection period and (b) as of the Expiration Date, there is no executed lease or contract of sale then pending.
7. The Owners agree to indemnify and hold harmless the REALTORS® from any claim arising out of personal injuries to a tenant or other persons injured in or on the property.
8. The Owners (check one) ☐ agree to permit ☒ do not agree to permit a lock box to be placed upon the property by the Listing REALTOR®
The Owners (check one) ☒ agree to permit ☐ do not agree to permit the street address of the property to be placed on the Internet.
9. If the property is sold in cooperation with another member of the MLS and a commission is paid, the Listing REALTOR® will retain 2.5 of the purchase price as his/her part of the commission. Listing REALTOR® offers the following commission to:
Seller's Agent (subagent): _____; Dual Disclosed Agent: 2.5% Buyer's Agent: 2.5% Transaction Broker: _____
10. If the property is leased in cooperation with another member of the MLS, the Listing REALTOR® will retain _____ of the rental amount as his/her part of the commission. Listing REALTOR® offers the following lease commission to:
Landlord's Agent (subagent): _____; Dual Disclosed Agent: _____ Tenant's Agent: _____; Transaction Broker: _____
11. Owners and Listing REALTOR® understand that, if a buyer has been obtained by a Buyer's Agent who has a written Buyer's Agent contract with that Buyer, the Buyer's Agent is representing the Buyer and has no fiduciary responsibility to the Owners or the Listing REALTOR®, regardless of whether the Buyer's Agent participates in the brokerage fee.
12. The Owners agree and acknowledge that the dollar amount of the commission shall be a lien (a legal claim) on the purchase money proceeds derived from the sale of the property. The Owners, by executing this agreement, authorize and direct the party disbursing the closing proceeds to pay to the broker(s) the full commission as set forth above out of the proceeds of the sale, prior to the payment of any funds to the Owners or other lienholders.
13. If the property is taken by condemnation through an eminent domain proceeding while the property is under contract of sale, the Listing Realtor® shall be entitled to a commission at the rate set forth herein on the price paid by the condemning authority.
14. I, Mary Gail Gallagher, as an authorized representative of Weichert Realtors Rumson,
(Name of Licensee) (Name of Brokerage Firm)
intend as of this time, to work with you, the Seller, as a:
☐ Seller's (landlord's) agent only ☐ Seller's (landlord's) agent and disclosed dual agent if the opportunity arises ☐ Transaction broker